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Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc. *and* Congreso de Uniones Industriales de Puerto Rico. Case 24–CA–10014

December 30, 2005

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND SCHAUMBER

On August 26, 2005, Administrative Law Judge Michael A. Marcionese issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order.[1]

We agree with the judge that, in view of the number, variety, and seriousness of the Respondent's unfair labor practices in this and other cases, it is appropriate to issue a broad remedial order.[2] Therefore, we shall order the Respondent to cease and desist from refusing to provide relevant information requested by the Union (here, employee census information) and interfering with its employees' exercise of Section 7 rights "in any other manner." Such broad injunctive relief is appropriate "when a respondent is shown to have a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights." *Hickmott Foods*, 242 NLRB 1357, 1357 (1979).[3]

We find that the Respondent has demonstrated a proclivity to violate the Act, not just Section 8(a)(5), as here, but also the Act as a whole.[4] Further, the Respondent has repeatedly disregarded its obligation to provide relevant information sought by the Union. As shown above, this is the third time in a 5-year period that the Respondent has unlawfully refused to provide relevant information.

In this instance, the Respondent made no good-faith effort to respond to the information request. Instead, it dismissively instructed the Union to obtain the information from the General Counsel, referring to employee census information it had provided, in response to a subpoena, in conjunction with prior litigation. *Control Services*, 314 NLRB 421, 421 (1994); *Grinnell Fire Protection Systems Co.*, 335 NLRB 473, 473 (2001), enfd. mem. 2001 WL 34041228 (10th Cir. 2001). Moreover, the Respondent neither claimed nor demonstrated that any information still in possession of the General Counsel would have been accurate and current in 2004, when the Union made the instant information request, or that it would have been in a reasonably accessible form. The Union is entitled to updated addresses and phone numbers, which may well have changed since the information was previously furnished. *Watkins Contracting, Inc.*, 335 NLRB 222 fn. 1 (2001); *Long Island Day Care Services*, 303 NLRB 112, 130 (1991).

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[1] In the absence of exceptions, we adopt the judge's finding that the Respondent violated Sec. 8(a)(5) and (1) by failing and refusing, since August 17, 2004, to provide requested relevant information to the Union.

[2] See *Pan American Grain Co.*, 343 NLRB No. 32 (2004) (bypassing the Union and dealing directly with employees regarding their terms and conditions of employment; unilaterally implementing procedures for employees to request training on its production equipment; unilaterally establishing a ban on use of cell phones/beepers in the workplace; failing and refusing to include certain employees in the bargaining unit represented by the Union and to deduct their union dues; unilaterally changing the job classifications and reducing the wages of certain employees, and unilaterally changing the work schedule of an employee in contravention of his seniority rights; failing to pay certain unit employees a contractually required annual payment of $500; assigning bargaining unit work to nonunit employees; refusing to provide the Union with requested relevant and necessary information; interfering with the employees' Section 7 rights by telling them that the Union was bankrupt, that filing grievances was a futile gesture, and by suggesting that employees abandon the Union); *Pan American Grain Co.*, 343 NLRB No. 47 (2004) (withholding accrued vacation benefits from one unit employee, and discontinuing payments to the medical plans of two unit employees who were on medical leave, all because the employees joined or assisted the Union and engaged in concerted activities, including a strike; implementing the February 27 layoff without giving the Union adequate notice and reasonable opportunity to bargain; reducing the wages of returning strikers, treating the returning strikers as new hires, and denying them reinstatement to their previous positions or substantially equivalent positions when such positions became available after the employees made their unconditional offer to return to work; failing and refusing to comply with the Union's request to furnish relevant and necessary information).

[3] *King Soopers*, 344 NLRB No. 104 fn. 3 (2005), cited by the Respondent, is distinguishable. In that case, the respondent had an arguably meritorious reason for failing to comply with specific union information requests, and it had a substantial history of voluntary compliance with information requests. Member Liebman dissented in *King Soopers* and would have granted a broad order. Id.

[4] In joining his colleagues in issuing a broad order, Member Schaumber agrees, as the cases in fn. 2, supra, reflect, that the Respondent has engaged in a widespread and persistent pattern of attempts, by varying methods, to interfere with legislatively protected rights, and that this pattern of conduct demonstrates a general disregard for fundamental statutory rights and raises the threat of continuing and varying efforts to frustrate those rights in the future. Cf. *United States Postal Service*, 345 NLRB No. 25, slip op. at 4–7 (2005) (Member Schaumber dissenting).

Accordingly, we adopt the judge's findings and recommended remedial order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Pan American Grain Co., Inc., and Pan American Grain Manufacturing Co., Inc., Guayanbo, Puerto Rico, its officers, agents, successors, and assigns shall take the action set forth in the Order.

Dated, Washington, D.C. December 30, 2005

Robert J. Battista, Chairman

Wilma B. Liebman, Member

Peter C. Schaumber, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Miguel Nieves-Mojica, Esq., for the General Counsel.
Ruperto J. Robles, Esq., for the Respondent.

BENCH DECISION

STATEMENT OF THE CASE

MICHAEL A. MARCIONESE, Administrative Law Judge. I heard this case in San Juan, Puerto Rico, on August 3, 2005. The charge in this case was filed by Congreso de Uniones Industriales de Puerto Rico, the Union, on January 12, 2005. On April 29, 2005, the complaint and notice of hearing issued alleging that Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc., collectively referred to as the Respondent, violated Section 8(a) (1) and (5) of the Act by failing and refusing to furnish the Union, upon request, with information that is necessary for, and relevant to, the Union's performance of its duties as exclusive collective-bargaining representative of a unit of the Respondent's employees. The particular information at issue is the names, date of birth, civil status, and gender of the Respondent's unit employees, which it is alleged the Union requested to determine the cost of providing medical plan coverage for the Respondent's unit employees.

On May 13, 2005, the Respondent filed its answer to the complaint admitting many of the allegations but denying that the requested information was relevant and necessary and denying that it had failed and refused to furnish any information to the Union. The Respondent also denied committing any unfair labor practice. The Respondent raised several affirmative defenses in its answer, including that the Respondent had satisfied all its obligations to the Union, and that it had bargained with the Union concerning implementation of a medical plan.

After hearing the testimony of witnesses called by both sides, reviewing the documentary evidence, and considering the arguments of counsel, I rendered a decision from the bench pursuant to Section 102.35 (a)(10) of the NLRB's Rules and Regulations. For the reasons stated by me on the record at the close of the hearing, I found that the Respondent violated the Act as alleged in the complaint.

I hereby certify the accuracy of that portion of the transcript, pages 63 through 76, containing my bench decision. A copy of that portion of the transcript, as corrected, is attached hereto as "Appendix A."[1]

CONCLUSIONS OF LAW

1. The Respondent, Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc., is a single employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Congreso de Uniones Industriales de Puerto Rico is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees of the Respondent, herein called the Unit, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED:

All production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army terminal and Romana and at the Industrial Corujo plant in Bayamon.

EXCLUDED:

All other employees, guards and supervisors as defined in the Act.

4. At all times since June 11, 1987, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

5. By failing and refusing, since August 17, 2004, to furnish the Union with the information requested in the Union's letters dated August 17, September 8, and October 5, 2004, the Respondent has failed and refused to bargain in good faith and has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. I shall recommend specifically that the Respondent be ordered to furnish the information requested by the Union within 14 days of entry of a final order in this case and that it post a notice to employees in English and Spanish.

[1] I shall correct the transcript at two places: At line 5 on page 64, "relative" should be "relevant" and at line 14 on page 69, "8(e)" should be "8(d)".

Because the Respondent has a proclivity for violating the Act,[2] and in particular for refusing to furnish relevant and necessary information to this Union, I find it necessary to issue a broad Order requiring the Respondent to cease and desist from infringing in any other manner on rights guaranteed employees by Section 7 of the Act. *Hickmott Foods*, 242 NLRB 1357 (1979). Accord, *United States Postal Service*, 339 NLRB 1162, 1163 (2003).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[3]

ORDER

The Respondent, Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc., Guaynabo, Puerto Rico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to furnish Congreso de Uniones Industriales de Puerto Rico, upon request, with information that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the following unit of employees:

> All production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army terminal and Romana and at the Industrial Corujo plant in Bayamon; but excluding all other employees, guards and supervisors as defined in the Act.

(b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the unit described above concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Within 14 days from the date of the Board's Order, provide the Union with a current census showing the name, date of birth, civil status, and gender of the Respondent's unit employees.

(c) Within 14 days after service by the Region, post at its facilities in Guaynabo, Puerto Rico, and Bayamon, Puerto Rico, copies of the attached notice marked "Appendix B"[4] in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 24, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed any of the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 17, 2004.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. December 23, 2005

APPENDIX A

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JUDGE MARCIONESE: Good afternoon, everyone. Okay. As I indicated before we went off the record, I have decided that this case is appropriate for an issuance of a bench decision, and now that I've had a chance to look over my notes and consider the arguments that have been raised by the parties, I am prepared to render my decision.

MR. NIEVES-MOJICA: Your Honor –

JUDGE MARCIONESE: Yes.

MR. NIEVES-MOJICA: — before you go on, I just wanted to, to refer to something in my closing statement. I mentioned the fact that we were requesting as part of the remedy a posting of a notice, and it should be noted that the notice should be in the English and Spanish languages as the employees' main language is the Spanish language.

JUDGE MARCIONESE: Okay. I'll include that as part of your closing argument.

MR. NIEVES-MOJICA: Thank you, Your Honor.

JUDGE MARCIONESE: Okay. Now again as with all decisions, pursuant to the rules and regulations, there are certain elements that must be contained in the decision. So I will, you know, begin at the beginning.

The charge in this case was filed by the Union, Congreso de Uniones Industriales de Puerto Rico, on January 12, 2005, and on April 29, 2005, the Complaint and Notice of Hearing issued alleging that Pan American Grain Company, Inc. and Pan

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American Grain Manufacturing Company, Inc., collectively referred to as the Respondent, violated Section 8(a)(1) and (5) of the Act, by failing and refusing to furnish the Union, upon request, with information that is necessary for and relative to the Union's performance of its duties as exclusive collective bargaining representative of the unit of the Respondent's employees.

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[2] See, e.g., *Pan American Grain Co.*, 343 NLRB No. 32 (September 30, 2004) and *Pan American Grain Co.*, 343 NLRB No. 47 (October 26, 2004).

[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[4] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

The particular information at issue in this case is the names, date of birth, civil status, and that refers to whether someone is married, single, has children, and gender of the Respondent's unit employees which is alleged that the Union had requested in order to determine the cost of providing medical coverage for the Respondent's unit employees.

Respondent filed an answer to that Complaint on May 13, 2005, admitting many of the allegations but denying that the requested information was relevant or necessary and denying that the Respondent had failed and refused to furnish any information to the Union. The Respondent also generally denied committing an unfair labor practice and raised several affirmative defenses in its answer, including that the Respondent had satisfied all its obligations to the Union, specifically that it had bargained concerning implementation of a medical plan, that the Respondent again in its affirmative defenses claimed that the information was not

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relevant or necessary, and that it had in fact provided the information.

Now having heard the testimony of the witnesses, seeing the documents that have been proffered by the General Counsel, and the Respondent has not offered any documents, I am now prepared to render my decision pursuant to Section 102.35(a)(10) of the NLRB's Rules and Regulations.

With respect to jurisdiction, the Complaint alleges, the Respondent admits, and I find that Pan American Grain and Pan American Grain Manufacturing Company, are Puerto Rico corporations with a principal office at EO. Amelia, Guaynado, Puerto Rico, referred as to the Arroz Rico facility, other facilities located at the Amelia Industrial Park in Guaynado, and the Corujo Industrial Park in Bayamon, where it's engaged in the importation, manufacture and sale of grain, animal feeds and related products and the processing of rice.

It is also admitted, and I find that the Respondent, in conducting its business operations, has purchased and received at its Puerto Rico facilities in the past 12 months, goods valued in excess of $50,000 directly from points outside the Commonwealth.

The Respondent further admits that all times material to the Complaint, the two corporations have been affiliated business enterprises with common offices, ownership, directors, managers and supervision, have formulated and

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administered a common labor policy affecting employees of the operation, have shared common premises and facilities, and provided services for each other, have interchanged personnel and have held themselves out to the public as a single integrated business enterprise.

Although the Respondent has denied that the two entities made sales to each other, it has admitted in its answer that by virtue of the operations described, the two enterprises do constitute a single integrated business enterprise and a single Employer within the meaning of the Act.

Therefore, based on the undisputed facts and the admissions of the Respondent, I find and conclude that the Respondent is a single Employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act, and based on the Respondent's admission, I also find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

Now turning to the specific unfair labor practice alleged in the Complaint, most of the facts with respect to the request for information have been admitted. The Respondent admits at least to the underlying element of Section 8(a)(5) charge, namely that the unit consisting of all production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army Terminal and Romana and at the Industrial Corujo Plant in Bayamon,

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excluding all other employees, guards and supervisors as defined by the Act, that that is a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act, and the Respondent indicated that the Union, since June 11, 1987, has been the exclusive collective bargaining representative of the employees within that unit within the meaning of Section 9(a) of the Act.

The Respondent also admitted that the Union did make a request by letters dated August 17, September 8 and October 5, 2004, but as noted previously, denied that the information was relevant or necessary or that it failed to provide it.

Now the testimony and the letters in evidence establish the testimony of Mr. Figueroa, the President of the Union, that the Union, in fact, in those letters on August 17, September 8 and October 5, requested a census of the employees in the bargaining unit, and by census, Mr. Figueroa has explained that he was requesting specifically name, date of birth, civil status and gender, and for the purpose of using that census in order to obtain quotes from various insurance carriers for a medical plan to cover the bargaining unit employees. If there was any question as to the reason the Union sought the information, the Union clarified and explain its need, in the second letter that it sent to the Employer on September 8, specifically telling the Employer that the purpose was to obtain quotes for a medical plan.

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Now the only response in evidence from the Employer to these specific requests was the one letter dated September 21, which provided the census date for only three individuals named in that letter, while advising the Union that the census had not suffered any changes, but it did not specifically provide the information as of that date for those employees in the bargaining unit that was specifically sought by the Union. And, also the only other response that's apparent in the evidence and the testimony here to these requests from the Union, was the undisputed statement from Mr. Juarbe, the Human Resources Director for the Respondent, to Mr. Figueroa, that if he wanted this information, he should go to the General Counsel of the National Labor Relations Board and request it because all of

the information had previously been provided to the General Counsel.

Now the testimony establishes though that that information provided to the General Counsel was furnished pursuant to a subpoena in another unfair labor practice case several years before the current information request, and even if Mr. Figueroa had taken Mr. Juarbe up on that suggestion and gone to the General Counsel, there's no showing in this record that the information he would have been able to obtain from the General Counsel would in fact have been current, up-to-date census data that he could have

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used in order to obtain quotes for a medical plan to cover the bargaining unit employees. And, moreover, it appears that the in that was furnished to the General Counsel was in the nature of personnel files of unit employees and striker replacements, and it would have required the Union in essence to have gone through whatever information that General Counsel had retained from that unfair labor practice proceeding in order to pull together the information that it needed to perform its duties in representing the bargaining unit employees.

The law with respect to an Employer's duties to bargain with the Union and furnish information is fairly well established. The duty to bargain in good faith under Section 8(e) of the Act, includes the duty to furnish the employees' bargaining representative upon request, with information relevant to and necessary for the performance of the Union's statutory duty as the employee's bargaining representative.

In NLRB v. Acme Industrial Company, 385 U.S. 432, the Supreme Court stated that the duty to furnish information extends not only during a period of time when the parties are collective bargaining but during the term of the contract, and the Court upheld the Board's liberal discovery type standard for determining when information is relevant, and that case goes back to 1967.

It has also been well established and the Board has

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adhered to it over the years, that certain information, particularly names, addresses of employees, information concerning their wages and other terms and conditions of employment is presumptively relevant. In addition to the cases that have been cited by counsel for the General Counsel, Curtiss-Wright Corporation v. NLRB, at 347 F.2d 61 at page 69, a 1965 Third Circuit case, and Ohio Power

Corporation, 216 NLRB 987 at page 991, a 1975 case, show how long, 30, 40 years, the Board has followed the policy and the law that essentially this information is presumptively relevant, and what the Board has essentially said is that in order to avoid turning over information and rebut the presumption, a Respondent would have to show that the information plainly appears irrelevant, and NLRB v. Yawman and Erbe Manufacturing Company, 187 F.2d 947, at page 949, from the Second Circuit in 1951, described the relative burden of establishing that information related to name and wage and other terms and conditions of employment is not presumptively relevant.

Now the General Counsel in his closing argument referred to issues such as confidentiality, or when you're talking about striker replacements, the danger or the threats to the employee about disclosing their names and addresses and what the burden is, I really did not hear any evidence from the Respondent in this case, even suggesting that that was any

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reason for not turning over the information. Certainly the Respondent in response to the request from Mr. Figueroa never stated that it was not turning over any of this information because it had concerns for either the privacy of the individuals whose names and information was being sought, confidentiality of the information, concerns about their safety. The only thing that Respondent ever said to the Union is you already have this information, or you can get it from the General Counsel. So those cases while they're applicable to the decision and, you know, certainly are not applicable since there is no defense of that nature that has been raised here, and certainly no evidence in this record suggesting that there would be any safety, confidentiality or privilege concerns to disclosing the information that the Union requested. And as I indicated previously, the name, date of birth, the civil status of the individuals and their gender, clearly relates to their terms and conditions of employment since it is undisputed that that is the type of information that an insurance company would be looking at in order to put together a quote for a medical plan to cover the employee. So the Respondent having shown no other basis for why that information was not presumptively relevant, I must conclude that the Union was entitled to it, and that the Respondent's failure to provide it did not satisfy its duty to bargain, and therefore violated Section 8(a)(5) of the

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Act.

And again, with respect to the alternative means that were offered, those do not satisfy the burden that was on the Respondent to comply with its bargaining obligation because it is not good faith to tell a Union, the information is in the possession of the General Counsel, go through their files, go through their papers and get whatever you need, when information, the specific information sought here was readily available to the Respondent and could easily have been provided, and there's certainly no suggestion that it was otherwise.

So based on the testimony and the evidence that I've heard here and well established Board law, I find that the

General Counsel has alleged in the Complaint that the Respondent did, in fact, violate Section 8(a)(5) and (1) of the Act, by failing and refusing to furnish the Union with the census data that it had requested in letters beginning on August 17 of 2004.

Also, too, I will note in reaching my conclusion, the

Respondent, as an affirmative defense, had suggested that the parties had bargained about medical insurance and therefore the Union didn't need the information, but there's no evidence in this record before me that that subject had either been agreed to or that the parties were at impasse on the subject of medical plan to cover the employees, and at

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least from what information is available in this record, it appears the parties are still bargaining. No final agreement has been reached on a collective bargaining agreement. The subject of medical insurance for unit employees is apparently still on the table. So the Union would still need the information in order to put together any sort of counter proposal to whatever plan the Respondent was proposing to put into effect to cover the unit employees. Certainly, nothing has been shown to the contrary. So clearly it's still relevant and necessary to the Union's performing its statutory duty.

Now having found that the Respondent violated the Act as alleged, I turn now to the remedy.

The General Counsel has asked for a standard cease and desist order, which I will recommend, that the Respondent essentially be ordered to cease and desist from failing and refusing to provide the Union with any information, that is relevant to and necessary for the performance of its statutory collective bargaining duties.

As an affirmative remedy, the General Counsel has asked that the Respondent be ordered to furnish the information, and I will recommend that the Respondent furnish that information within 14 days of a Board order or final order in this case, and also a notice posting, and I will also recommend that the customary notice to employees be posted at

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locations where the Respondent customarily posts notices to employees and that those notices be in English and Spanish so that all employees will be able to read and understand them.

Now in addition, the General Counsel has put into the record and asked me to take administrative notice of two prior cases involving the Respondent, and these cases involve the very same bargaining unit that's at issue here. And during the break, I did take a look at those two cases, and in those cases, the Board adopted ALJ findings that the Respondent had committed several Section 8(a)(5) violations including, in particular, previous refusals to furnish information similar to the information requested here. In that case, it was the names of strike replacements.

In light of the Respondent's history of violating the Act, and particularly Section 8(a)(5) of the Act, and apparent proclivity to commit this type of violation, although the General Counsel has not requested it, I shall recommend to the Board that it issue a broad order in this case, rather than the usual like and related matter. And, essentially what that means is that the Respondent will be ordered not only to cease and desist from failing and refusing to furnish information, but in any other matter violating the National Labor Relations Act. And I'll cite U.S. Postal Service, a NLRB decision at 339 NLRB 150, where the Board granted a broad order even when it had not been

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requested by the General Counsel, in a similar case where there was a history of a Respondent failing and refusing to furnish the Union with information, be it for its bargaining obligations.

All right. Anything—I've concluded my decision. Anything from the parties?

MR. NIEVES-MOJICA: Not on our behalf, Your Honor.

MR. ROBLES: No, Your Honor.

JUDGE MARCIONESE: Now what I will do, I'll refer you to the Board's Rules and Regulations. Upon receipt of the transcript in this proceeding, I will promptly issue a certification of those pages of the transcript that contains the bench decision that I have just rendered. That will also include the notice that I am recommending be posted as well as the recommended order. From that point— and that will be served on all parties. From that point, all parties have the right to file exceptions with the National Labor Relations Board in Washington to any portion of my decision and to any rulings that I've made in the course of this hearing. I will refer you to the Board's Rules and Regulations and the Statement of Standard Procedures for how to go about filing exceptions and briefs with the Board in Washington.

If there's nothing further, then this hearing is closed. Thank you all very much for the orderly presentation of the

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evidence.

MR. NIEVES-MOJICA: Thank you, Your Honor.

MR. ROBLES: Thank you, Your Honor.

(Whereupon, at 12:30 p.m., the hearing in the above-entitled matter was closed.)

APPENDIX B
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities

WE WILL NOT fail and refuse to furnish Congreso de Uniones Industriales de Puerto Rico, upon request, with information that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the following unit of our employees:

All production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army terminal and Romana and at the Industrial Corujo plant in Bayamon; but excluding all other employees, guards and supervisors as defined in the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit.

WE WILL, within 14 days from the date of the Board's Order, provide the Union with a current census showing the name, date of birth, civil status and gender of all employees in the unit.

PAN AMERICAN GRAIN CO., INC. AND PAN AMERICAN GRAIN MANUFACTURING CO., INC.